



SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

November 15, 2005

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and MCImetro Access Transmission Services, LLC. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and MCImetro Access Transmission Services, LLC hereby request approval, pursuant to 47 U.S.C. 252, of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and MCImetro Access Transmission Services, LLC. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

I have been authorized by MCImetro Access Transmission Services, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

MCImetro Access Transmission Services, LLC
Kathy Jespersen
Sr. Manager - Carrier Agreements
Suite 1100
205 North Michigan Avenue
Chicago, IL 60601
Tel: 312-260-3294
Fax: 312-470-5575

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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Include on Service List:

Deborah Kuhn
Senior Counsel
MCI, Inc.
11 floor
205 N. Michigan Avenue
Chicago, IL 60601
Tel: 312-260-3326
Fax: 312-470-5571

Very Truly Yours,

Joan Schoenberger

**WISCONSIN NETWORK ELEMENT RATE AMENDMENT
TO INTERCONNECTION AGREEMENTS UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreements under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and MCI Metro Access Transmission Services LLC (including the Interconnection Agreement held by MCI Metro as successor in interest to MCI WORLDCOM Communications, Inc.) ("CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to interconnection agreements that were previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and has been amended prior to this Amendment (the "Agreements");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreements;

WHEREAS, on March 4, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreements;

WHEREAS, provisions of the Agreements provide for the incorporation into the Agreements of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order;

WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreements accurately reflects the network element rate changes described in these various orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreements shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENTS

2.1 The Agreements are hereby amended by referencing and incorporating the following:

- 2.1.1 Solely to conform the Agreements to effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, the Agreements are amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 2.1.2 The new rates in Attachment A are those that shall apply as of March 11, 2005. The Parties acknowledge and agree that they have, prior to the Amendment Effective Date,

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

performed the true ups necessary to apply the rates retroactively to March 11, 2005 and that no further true-up for these rates is required or appropriate. The Parties further acknowledge and agree that this paragraph is not intended to, and does not, affect CLEC's right to raise billing disputes that may arise regarding the billing of these new rates, and all billing disputes that may have been raised prior to the execution of this Amendment are preserved and will continue to be addressed through the processes outlined in the Parties' Agreements.

2.1.2.1 In accordance with the Category 3 Order, CLEC has elected IDLC Conversion Option 1: a \$0.16 per unbundled loop per month charge that will permit CLEC to order unlimited IDLC conversions. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have interconnection agreements under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreements beyond the express provisions of this Amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreements.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's UNE Compliance Order, 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreements (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Amendment or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191)

(rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreements in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreements and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

By: 

Printed: Michael A. Beach

Title: Vice President - Carrier Management

Date: 11/7/05

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by
SBC Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbaugh

Title: AVP-Local Interconnection Marketing

Date: 11-10-05

FACILITIES-BASED OCN # _____

ACNA _____

	A	B	C	D	E	F	G	H
1	WISCONSIN				SBC RECURRING		SBC NON-REC.	
2				USOC	Monthly with \$0.16 IDLC			
3								
4	<u>UNBUNDLED NETWORK ELEMENTS</u>							
5								
6	<u>Unbundled Loops</u>							
7		2-Wire Analog - Rural (Access Area C)		U2HXC	\$ 16.02		See NRC prices below	
8		2-Wire Analog - Suburban (Access Area B)		U2HXB	\$ 13.33		See NRC prices below	
9		2-Wire Analog - Metro (Access Area A)		U2HXA	\$ 11.69		See NRC prices below	
10		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)		U2WXC	\$ 17.34		See NRC prices below	
11		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)		U2WXB	\$ 14.44		See NRC prices below	
12		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)		U2WXA	\$ 12.26		See NRC prices below	
13		2-Wire Ground Start, PBX - Rural (Access Area C)		U2JXC	\$ 17.34		See NRC prices below	
14		2-Wire Ground Start, PBX - Suburban (Access Area B)		U2JXB	\$ 14.44		See NRC prices below	
15		2-Wire Ground Start, PBX - Metro (Access Area A)		U2JXA	\$ 12.26		See NRC prices below	
16		2-Wire COPTS Coin - Rural (Access Area C)		U2CXC	\$ 17.73		See NRC prices below	
17		2-Wire COPTS Coin - Suburban (Access Area B)		U2CXB	\$ 14.80		See NRC prices below	
18		2-Wire COPTS Coin - Metro (Access Area A)		U2CXA	\$ 12.55		See NRC prices below	
19		2-Wire EKL - Rural (Access Area C)		U2KXC	\$ 21.17		See NRC prices below	
20		2-Wire EKL - Suburban (Access Area B)		U2KXB	\$ 17.99		See NRC prices below	
21		2-Wire EKL - Metro (Access Area A)		U2KXA	\$ 15.08		See NRC prices below	
22		Conditioning for dB Loss						
23		4-Wire Analog - Rural Access Area C)		U4HXC	\$ 38.61		See NRC prices below	
24		4-Wire Analog - Suburban (Access Area B)		U4HXB	\$ 32.52		See NRC prices below	
25		4-Wire Analog - Metro (Access Area A)		U4HXA	\$ 27.37		See NRC prices below	
26		2-Wire Digital - Rural (Access Area C)		U2QXC	\$ 21.99		See NRC prices below	
27		2-Wire Digital - Suburban (Access Area B)		U2QXB	\$ 18.39		See NRC prices below	
28		2-Wire Digital - Metro (Access Area A)		U2QXA	\$ 15.55		See NRC prices below	
29		4-Wire Digital - Rural (Access Area C)		4U1XC	\$ 52.82		See NRC prices below	
30		4-Wire Digital - Suburban (Access Area B)		4U1XB	\$ 54.41		See NRC prices below	
31		4-Wire Digital - Metro (Access Area A)		4U1XA	\$ 45.11		See NRC prices below	
32		DS3 Loop - Rural (Access Area C)		U4D3C	\$ 545.69		See NRC prices below	
33		DS3 Loop - Suburban (Access Area B)		U4D3B	\$ 528.88		See NRC prices below	
34		DS3 Loop - Metro (Access Area A)		U4D3A	\$ 438.33		See NRC prices below	
35								
36		2-Wire xDSL Loop						
37		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		2SLA3	\$ 13.33		See NRC prices below	
38		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		2SLA2	\$ 12.33		See NRC prices below	
39		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		2SLA1	\$ 11.85		See NRC prices below	
40								
41		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		2SLC3	\$ 13.33		See NRC prices below	
42		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		2SLC2	\$ 12.33		See NRC prices below	
43		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		2SLC1	\$ 11.85		See NRC prices below	

	A	B	C	D	E	F	G	H
1	WISCONSIN				SBC RECURRING		SBC NON-REC.	
2				USOC	Monthly with \$0.16 IDLC			
44								
45			PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33		See NRC prices below	
46			PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33		See NRC prices below	
47			PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85		See NRC prices below	
48								
49			PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33		See NRC prices below	
50			PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33		See NRC prices below	
51			PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85		See NRC prices below	
52								
53			PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33		See NRC prices below	
54			PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33		See NRC prices below	
55			PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85		See NRC prices below	
56								
57			PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33		See NRC prices below	
58			PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33		See NRC prices below	
59			PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85		See NRC prices below	
60			4-Wire xDSL Loop					
61			PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53		See NRC prices below	
62			PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42		See NRC prices below	
63			PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25		See NRC prices below	
64								
65			Removal of Range Extender, per occurrence		N/A		\$0.00	N/A
66			Removal of Low Pass Filter, per occurrence		N/A		\$0.00	N/A
67								
68			IDSL Capable Loop					
69			IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99			
70			IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39			
71			IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55			
72								
73			DSL Conditioning Options - >12KFT and < 17.5KFT					
74			Removal of Repeater Options	NRBXV			\$0.00	
75			Removal Bridged Tap Option	NRBXW			\$0.00	
76			Removal of Load Coil	NRBXZ			\$0.00	
77			DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
78			Removal of Repeater Options	NRBNL			\$0.00	
79			Removal Bridged Tap Option	NRBNK			\$0.00	
80			Removal of Load Coil	NRBNJ			\$0.00	
81								
82			Loop Qualification Process					
83			Loop Qualification Process - Mechanized	NR98U			\$ 0.10	
84			Loop Qualification Process - Manual	NRBXU			\$ 26.12	

	A	B	C	D	E	F	G	H
1	WISCONSIN				SBC RECURRING		SBC NON-REC.	
2				USOC	Monthly with \$0.16 IDLC			
85			Loop Qualification Process - Detailed Manual				ICB	
86								
87	Loop Non-Recurring Charges (Excluding DS3)						Install	Disconnect
88		Bus Service Order - Establish		SEPUP			\$ 0.07	\$ 0.04
89		Bus Service Order - Add/Change		REAH9			\$ 0.07	
90		Bus Line Connection - Stand alone UNE loop		SEPUC			\$ 30.64	\$ 3.86
91		Res Service Order - Establish		SEPUP			\$ 0.07	\$ 0.04
92		Res Service Order - Add/Change		REAH9			\$ 0.07	
93		Res Line Connection		SEPUC			\$ 30.64	\$ 3.86
94		HFPL Service Order Charge		SEPUP			\$ 0.07	\$ 0.04
95		HFPL Service Order Charge Add/Change		REAH9			\$ 0.07	
96		HFPL Line Connection		SEPUC			\$ 30.64	\$ 3.86
97		Record Work Only					\$ 0.04	N/A
98								
99	DS1 Loop Non-Recurring Charges							
100	1	Service Order - DS1 Admin					\$ 88.05	N/A
101	1	Service Provisioning - DS1					\$ 408.43	N/A
102								
103	DS3 Loop Non-Recurring Charges							
104	1	Service Order - DS3 Admin					\$ 88.05	N/A
105	1	Service Provisioning - DS1					\$ 436.00	N/A
106								
107	Service Coordination Fee, per CLEC bill, per switch			UFEPW	\$ 1.77		N/A	N/A
108								
109	Port Non-Recurring Charges							
110		Service Order - Basic Port, per occasion		NR9UU	NA		\$ 0.06	\$ 0.04
111		Service Order - All Ports, Add Change		NR9UV	NA		\$ 0.06	N/A
112		Service Order - Complex Port, Initial			NA		\$ 22.75	\$ 3.57
113		Service Order - Trunk Port, Initial		NR9UG	NA		\$ 17.79	\$ 8.29
114		Service Order - Record Order, per occasion, Basic Port		NR9F6	NA		\$ 0.04	N/A
115		Service Order - Record Order, per occasion Complex Port		NR9F7	NA		\$ 0.04	N/A
116		Service Order - Record order, per occasion, ULS Trunk Port		NR9F8	NA		\$ 0.04	N/A
117		Conversion Charge - from one port type to another, per each port changed		REAKD	NA		\$ 11.19	N/A
118		Conversion Service Order			NA		\$ 0.06	N/A
119								
120	Daily Usage Feed (DUF) - Per Message				\$ 0.000531			
121								
122	Cross Connects							
123		2-Wire		CXCT2	\$ 0.19		NA	NA
124		2-Wire Line Port		CXC9X	\$ 0.19		NA	NA
125		4-Wire		CXCT4	\$ 0.38		NA	NA

	A	B	C	D	E	F	G	H
1	WISCONSIN				SBC RECURRING		SBC NON-REC.	
2				USOC	Monthly with \$0.16 IDLC			
126		6-Wire		OPEN	\$ 0.57		NA	NA
127		8-Wire		OPEN	\$ 0.76		NA	NA
128		DS1/LT1		CXCDX	\$ 0.52		NA	NA
129		DS3/LT3		CXC8X	\$ 0.96		NA	NA
130								
131	Dedicated Transport (Unbundled Interoffice Transport)							
132		Entrance Facility:						
133	DS1	Zone A		UEYB1	\$ 59.91		NA	NA
134		Zone B		UEYB2	\$ 68.05		NA	NA
135		Zone C		UEYB3	\$ 98.83		NA	NA
136	DS3	Zone A		UEYC1	\$ 677.90		NA	NA
137		Zone B		UEYC2	\$ 684.21		NA	NA
138		Zone C		UEYC3	\$ 699.40		NA	NA
139								
140		Interoffice Transport:						
141	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones		CZ4X1-X3	\$ 18.49		NA	NA
142		Interoffice Mileage - Per Mile - All Zones		1YZX1-X3	\$ 2.19		NA	NA
143	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones		CZ4X1-X3	\$ 191.33		NA	NA
144		Interoffice Mileage - Per Mile - All Zones		1YZX1-X3	\$ 33.29		NA	NA
145		Interoffice Mileage Termination - Per Point of Termination - All Zones		CZ4W1-W3	\$ 191.33		NA	NA
146		Interoffice Mileage - Per Mile - All Zones		1YZB1-B3	\$ 33.29		NA	NA
147								
148	Multiplexing							
149		DS1 to Voice Grade		QMVX1-X3	\$ 342.91		NA	NA
150		DS3 to DS1		QM3X1-X3	\$ 473.51		NA	NA
151								
152	Dedicated Transport Cross Connects							
153	DS1			CXCDX	\$ 0.52		NA	NA
154	DS3			CXCEX	\$ 0.96		NA	NA
155								
156	Dedicated Transport Optional Features & Functions							
157	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		CLYX1-X3			\$ 271.14	\$ 63.91
158								
159	Dedicated Transport Installation & Rearrangement Charges							
160	DS1	Administrative Charge - Connect & Disconnect			NA		\$ 62.64	NA
161		Design & CO Connect & Disconnect			NA		\$ 106.59	NA
162		Carrier Connection Charge, Per Order			NA		NA	NA
163	DS3	Administrative Charge - Connect & Disconnect			NA		\$ 62.64	NA
164		Design & CO Connect & Disconnect			NA		\$ 119.57	NA
165		Carrier Connection Charge, Per Order			NA		NA	NA
166								

WISCONSIN BELL, INC. d/b/a
SBC WISCONSIN

APPENDIX PRICING
SBC WISCONSIN/MCI

	A	B	C	D	E	F	G	H
1	WISCONSIN				SBC RECURRING		SBC NON-REC.	
2				USOC	Monthly with \$0.16 IDLC			
167	1	These rates are interim only. Once the Public Utility Commission of Ohio issues its final order in PUCO Case No. 02-1280-TP-UNC, these interim rates will be amended prospectively to conf						
168		with the PUCO-approved Ohio DS1/DS3 loop NRCs.						